

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Paz-Soldan, Carlos Mateo

2. Registration No.

6301

3. Name of Foreign Principal

Ministry of Trade and Tourism of Peru

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

| Date of Exhibit B | Name and Title | Signature |
|-------------------|-------------------------|--|
| 7/15/15 | Partner, DTB Associates |  |

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

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"DECADE OF HANDICAPPED INDIVIDUALS IN PERU"
"YEAR OF PRODUCTIVE DIVERSIFICATION AND OF THE STRENGTHENING OF EDUCATION"

CONTRACT No. 41-2015-MINCETUR-SG/OGA

CONTRACTING OF ADVISORY SERVICE FOR THE REESTABLISHMENT OF CUMULATION OF ORIGIN AMONG TEXTILE/APPAREL INDUSTRIES OF PERU AND COLOMBIA IN THEIR EXPORTS TO THE UNITED STATES OF AMERICA
FILE No. 867967

This document establishes the **CONTRACTING OF ADVISORY SERVICE FOR THE REESTABLISHMENT OF CUMULATION OF ORIGIN AMONG TEXTILE/APPAREL INDUSTRIES OF PERU AND COLOMBIA IN THEIR EXPORTS TO THE UNITED STATES OF AMERICA** entered into between the **MINISTRY OF FOREIGN TRADE AND TOURISM (MINCETUR)**, hereinafter, the ENTITY, with RUC No. 20504774288, with legal address at Calle Uno Oeste No. 050, Urbanización Córpac, District of San Isidro, represented by its Director General of Administration, **ANA GRIMANESA REATEGUI NAPURI, Esq.**, identified with National Identity Document No. [REDACTED] appointed by Ministerial Resolution No. 021-2015-MINCETUR, as per functions and attributions assigned by Ministerial Resolution No. 001-2015-MINCETUR, and on the other hand, **DTB ASSOCIATES, LLP**, with legal address at 1700 Pennsylvania Ave, NW, Suite # 200, Washington DC 20006-4707, duly represented by its Legal Counsel **CARLOS MATEO PAZ – SOLDAN**, identified with passport No. [REDACTED] to be referred to hereinafter as the **CONTRACTOR**, based on the following terms and conditions:

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ARTICLE ONE – ANTECEDENTS

With Memorandum No. 705-2015-MINCETUR/SG/OGA dated May 8, 2015, the Director General of Administration adopts Report No. 141-2015-MINCETUR/SG/OGA-OASA of the Office of Supplies and Auxiliary Services, and forwards it to the Secretary General for its respective processing.

Through Memorandum No. 151-2015-MINCETUR/SG dated May 11, 2015, the Secretary General of MINCETUR, in accordance with what is set forth in item c) of number 2.2 of Article 2 of Ministerial Resolution No. 001-2015-MINCETUR/DM authorizes the Director General of Administration of MINCETUR to sign the contract, with the recommendation that the requirements established by the existing legal order are to be verified and fulfilled.

On May 12, 2015, the Office of Supplies and Auxiliary Services approved the Contract entitled INTER-PROC-2-2015-MINCETUR/SG-1 for contracting the ADVISORY SERVICE FOR THE REESTABLISHMENT OF CUMULATION OF ORIGIN AMONG TEXTILE/APPAREL INDUSTRIES OF PERU AND COLOMBIA IN THEIR EXPORTS TO THE UNITED STATES OF AMERICA, whose details and substance are recorded in the documents comprising the present contract.

ARTICLE TWO – PURPOSE

The purpose of this contract is to contract ADVISORY SERVICE FOR THE REESTABLISHMENT OF CUMULATION OF ORIGIN AMONG TEXTILE/APPAREL INDUSTRIES OF PERU AND COLOMBIA IN THEIR EXPORTS TO THE UNITED STATES OF AMERICA, pursuant to the Terms of Reference.

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| www.mincetur.gob.pe | Ca. Uno Oeste 50, Urb. Corpac San Isidro, Lima 27, Peru Phone: (511) 5136100 |
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"DECADE OF HANDICAPPED INDIVIDUALS IN PERU"
"YEAR OF PRODUCTIVE DIVERSIFICATION AND OF THE STRENGTHENING OF EDUCATION"

ARTICLE THREE – CONTRACTUAL AMOUNT

The total amount of this contract is US\$ 51,428.58 (Fifty one thousand four hundred and twenty eight dollars and 58/100), for all costs including taxes as required by Law.

All payments made by MINCETUR in the framework of this contract include any and all Value Added taxes and the like that may be applicable in the United States of America. In this light, the Peruvian Government does not have under any circumstances any liability for the payment of such taxes, nor is it bound to reimburse THE CONTRACTOR for such items under this heading.

ARTICLE FOUR – PURPOSE

Payment is to be made in US dollars (USD), and within a period of fifteen (15) calendar days following issuance of acceptance, to be undertaken as follows:

- USD 6,000.00 plus legal taxes and bank fees, upon submission of the reports concerning the first and second deliverables, contingent upon acceptance of the service.
- USD 6,000.00 plus legal taxes and bank fees, upon submission of the third deliverable, contingent upon acceptance of the service.
- USD 6,000.00 plus legal taxes and bank fees, upon submission of the fourth deliverable, contingent upon acceptance of the service.
- USD 6,000.00 plus legal taxes and bank fees, upon submission of the fifth deliverable, contingent upon acceptance of the service.
- USD 6,000.00 plus legal taxes and bank fees, upon submission of the sixth deliverable, contingent upon acceptance of the service.
- USD 6,000.00 plus legal taxes and bank fees, upon submission of the seventh deliverable, contingent upon acceptance of the service.

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The Legal tax to be included in payment is Income Tax (30% of the amount paid), and therefore, the total amount that ought to be paid comes to USD 51,428.58, divided into six payments of USD 8,571.43, which includes the following:

- USD 6,000.00 in payment for the DTB Associates LLP firm
- USD 2,571.43 of Income Tax

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Payment is to be made via transfer to the account of Capital One Bank, using the following information:

Wire Transfer Information

Account Name: DTB Associates

Account Number: [REDACTED]

ABA Routing Number: [REDACTED]

Capital One, N.A., 201 St. Charles Ave; 16th Floor, New Orleans, LA 70130

Federal EIN 52-2233399

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"DECADE OF HANDICAPPED INDIVIDUALS IN PERU"
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ARTICLE FIVE – PERIOD FOR IMPLEMENTATION OF SERVICE

The periods for implementation of this contract come to 180 (one hundred and eighty calendar days), counted from the day after the signing of this contract.

ARTICLE SIX – DELIVERABLES

- FIRST DELIVERABLE: A report is to be submitted containing a preliminary proposal of activities to be performed, as well as information on the actors involved and the procedures necessary for approval of cumulation of origin in the U.S. Congress.
- SECOND DELIVERABLE: A report is to be submitted detailing the activities performed in the second month of service.
- THIRD DELIVERABLE: A report is to be submitted detailing the activities performed in the third month of service.
- FOURTH DELIVERABLE: A report is to be submitted detailing the activities performed in the fourth month of service.
- FIFTH DELIVERABLE: A report is to be submitted detailing the activities performed in the fifth month of service.

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- SIXTH DELIVERABLE: A report is to be submitted detailing the activities performed in the sixth month of service.
- SEVENTH DELIVERABLE: A final report is to be submitted upon completion of activities (180 calendar days after the approval of the service order) containing pertinent information on activities performed in the sixth month of service and the final result of the activities requested.

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ARTICLE SEVEN – PERIOD FOR DELIVERY

The contractor undertakes to submit the following reports as deliverables:

- FIRST REPORT: The first report is to be submitted within 10 business days after the signing of this contract.
- SECOND REPORT: The second report is to be submitted within 30 calendar days after the signing of this contract.
- THIRD REPORT: The third report is to be submitted within 60 calendar days after the signing of this contract.
- FOURTH REPORT: The fourth report is to be submitted within 90 calendar days after the signing of this contract.
- FIFTH REPORT: The fifth report is to be submitted within 120 calendar days after the signing of this contract.

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"DECADE OF HANDICAPPED INDIVIDUALS IN PERU"
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- **SIXTH REPORT:** The sixth report is to be submitted within 150 calendar days after the signing of this contract.
- **FIFTH REPORT:** The fifth report is to be submitted upon completion of activities (180 calendar days after the signing of this contract).

Reports are to be submitted to the Vice Minister of Foreign Trade via e-mail at the following address: tmera@mincetur.gob.pe. The consultant shall send the reports in Word and PDF formats, and the Vice Minister of Foreign Trade shall confirm receipt thereof via e-mail.

ARTICLE EIGHT – COMPONENTS OF THIS CONTRACT

This contract is made up of the Bases, the winning bid and the documents derived from the selection process that establish obligations for the parties.

ARTICLE NINE – ACCEPTANCE OF SERVICE

The acceptance of the service is to be regulated by what is set forth in Article 176 of the Regulation of the Law of State Contracting, and shall be issued by the Vice Minister of Foreign Trade via e-mail at the following address: tmera@mincetur.gob.pe

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If there are observations of shortcomings they are to be entered into the document in question, clearly indicating their meaning, giving the contractor a reasonable time to remedy them, depending on the complexity of the service in question. This period shall not be less than two (2) calendar days or more than ten (10) calendar days. If, despite the time granted, the CONTRACTOR should fail to remedy the problem completely, the ENTITY may terminate the contract, without impairment to the application of such penalties as may apply.

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This procedure shall not be applicable when services obviously do not meet the characteristics and conditions offered, in which case the ENTITY shall not carry through receipt thereof, and the service must be considered not to have been executed, with the application of the respective penalties.

ARTICLE TEN – SWORN DECLARATION OF THE CONTRACTOR

The CONTRACTOR declares under oath that he undertakes to fulfill the obligations arising from this contract, under sanction of being disqualified from contracting with the Government in the event of non-fulfillment.

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ARTICLE ELEVEN – LIABILITY FOR HIDDEN DEFECTS

The acceptance of the service by the ENTITY does not impair its right subsequently to make complaints due to hidden defects and flaws, pursuant to what is set forth in Article 50 of the Law of Government Contracting. The period of liability for the contractor is one (1) year, counting from approval by the user department.

ARTICLE TWELVE – PENALTIES

If the CONTRACTOR is subject to an unjustified delay in the provision of the services that are the purpose of this contract, the ENTITY shall apply a penalty for each day of delay up to a maximum amount equivalent to ten percent (10%) of the amount of the contract in force, or, as appropriate,

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"DECADE OF HANDICAPPED INDIVIDUALS IN PERU"
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of the amount for the item that was supposed to be executed, in accordance with Article 165 of the Regulation of the Law of Government Contracting.

In all cases, the penalty is to be applied automatically, and will be calculated based on the following formula:

$$\text{Daily Penalty} = \frac{0.10 \times \text{amount}}{F \times \text{period in days}}$$

Where:

F = 0.25 for periods greater than sixty (60) days;

Both the amount as well as the period refer, as appropriate, to the contract or the item that should have been executed, or if the latter will involve obligations of periodic implementation, for partial rendering of whatever the matter behind schedule may be.

This penalty is to be deducted from periodic payments, from partial payments or from the final payment; or if necessary, the amount resulting from the execution of the guarantees of Faithful Fulfillment is to be charged, of the differential amount of the bid (if applicable).

When the maximum amount of the penalty is covered, the ENTITY can terminate the contract due to non-fulfillment.

The justification for the delay is subject to what is set forth in the Law of Government Contracting and its Regulation, the Civil Code and other applicable provisions, as appropriate.

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ARTICLE THIRTEEN – TERMINATION OF THE CONTRACT

Either one of the parties may terminate the contract, pursuant to Articles 40, sub-paragraph c) and 44 of the Law of Government Contracting, and Articles 167 and 168 of its Regulation. Should the situation arise, the ENTITY shall proceed in accordance to what is established in Article 169 of the Regulation of the Law of Government Contracting.

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ARTICLE FOURTEEN – LIABILITY OF THE PARTIES

When one of the parties fails to execute the obligations assumed without justification, it must reimburse the other party for damages and losses caused, through the respective indemnification. This does not prevent the application of any administrative, penal or financial penalties to which such breach may give rise, if such should be applicable.

The foregoing does not exempt either one of the parties from fulfilling the other obligations set forth in this contract.

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ARTICLE FIFTEEN – LEGAL FRAMEWORK OF CONTRACT

Only for matters not addressed in this contract, in the Law of Government Contracting and its Regulation, in the guidelines issued by the OSCE and any other special regulations that prove applicable, the relevant rules of the Civil Code in force, when it applies, shall be applied in a supplementary fashion, as well as other provisions of private law.

ARTICLE SIXTEEN – SETTLEMENT OF DISPUTES

Either one of the parties has the right to initiate administrative arbitration in order to settle any disputes that may arise during the phase of contractual execution within the deadlines stated in Articles 144, 170, 175, 176, 177 and 181 of the Regulation or, failing this, in Article 52 of the Law of Government Contracting.

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"DECADE OF HANDICAPPED INDIVIDUALS IN PERU"

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On an optional basis, either one of the parties can submit the dispute in question for reconciliation, without impairment to being able to avail themselves of arbitration in case an agreement is not reached, based on what is stated in Article 214 of the Regulation of the Law of Government Contracting.

The Finding issued in the arbitration is definitive and not subject to appeal, having the force of a res judicata, and is executed as a verdict.

ARTICLE SEVENTEEN – OPTION OF DRAWING UP A REGISTERED PUBLIC INSTRUMENT

Either one of the parties can have this contract drawn up in the form of a Registered Public Instrument, bearing all expenses required for this formality.

ARTICLE EIGHTEEN – ADDRESS FOR PURPOSES OF CONTRACTUAL EXECUTION

The parties declare the following address for the purpose of notifications made during the execution of this contract.

Address of the Entity: Calle Uno Oeste No. 050, Urbanización Córpac, Distrito de San Isidro.

Address of the Contractor: 1700 Pennsylvania Ave, NW, Suite # 200, Washington DC 20006-4707.

Change of the address declared herein by either one of the parties must be communicated to the other party, formally and in writing, with advance notice of not less than fifteen (15) calendar days.

In accordance with the technical and financial bid, and the provisions of this contract, the parties sign it in duplicate to signify their acceptance of it in the city of Lima on the first day of June 2015.

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[illegible signature]

"THE ENTITY"

ANA G. REATEGUI NAPURI

Director General of Administration

MINCETUR

[illegible signature]

"THE CONTRACTOR"



PERU

Ministerio
de Comercio Exterior
y Turismo

Secretaría
General



"DECENIO DE LAS PERSONAS CON DISCAPACIDAD EN EL PERÚ"
"AÑO DE LA DIVERSIFICACIÓN PRODUCTIVA Y DEL FORTALECIMIENTO DE LA EDUCACIÓN"

CONTRATO N° 41-2015-MINCETUR-SG/OGA

CONTRATACIÓN DEL SERVICIO DE ASESORAMIENTO EN EL RESTABLECIMIENTO DE LA ACUMULACION DE ORIGEN ENTRE LAS INDUSTRIAS DE TEXTILES/CONFECCIONES DEL PERÚ Y COLOMBIA EN SUS EXPORTACIONES A LOS ESTADOS UNIDOS DE AMÉRICA
EXP N° 867967

Conste por el presente documento, la Contratación del **SERVICIO DE ASESORAMIENTO EN EL RESTABLECIMIENTO DE LA ACUMULACION DE ORIGEN ENTRE LAS INDUSTRIAS DE TEXTILES/CONFECCIONES DEL PERÚ Y COLOMBIA EN SUS EXPORTACIONES A LOS ESTADOS UNIDOS DE AMÉRICA**, que celebra de una parte el **MINISTERIO DE COMERCIO EXTERIOR Y TURISMO - MINCETUR**, en adelante la **ENTIDAD**, con RUC N° 20504774288, con domicilio legal en Calle Uno Oeste N° 050, Urbanización Córpac, Distrito de San Isidro, representada por su Directora General de Administración Abog ANA GRIMANESA REATEGUI NAPURI, identificada con Documento Nacional de Identidad N° [REDACTED], designada mediante Resolución Ministerial N° 021-2015-MINCETUR, según funciones y atribuciones asignadas mediante Resolución Ministerial N° 001-2015-MINCETUR y de otra parte **DTB ASSOCIATES, LLP** con domicilio legal en 1700 Pennsylvania Ave, NW, Suite # 200, Washington DC 20006-4707, debidamente representado por su Representante Legal **CARLOS MATEO PAZ - SOLDAN**, identificado con Pasaporte N° [REDACTED] a quien en adelante se le denominará el **CONTRATISTA** en los términos y condiciones siguientes:

CLÁUSULA PRIMERA: ANTECEDENTES

Con Memorándum N° 705-2015-MINCETUR/SG/OGA de fecha 08 de mayo de 2015, la Directora General de Administración hace suyo el Informe N° 141-2015-MINCETUR/SG/OGA-OASA de la Oficina de Abastecimiento y Servicios Auxiliares y lo remite a la Secretaría General para su trámite respectivo.

A través del Memorándum N° 151-2015-MINCETUR/SG de fecha 11 de mayo de 2015, la Secretaría General del MINCETUR, de conformidad con lo dispuesto en el literal c) del numeral 2.2. del artículo 2º de la Resolución Ministerial N° 001-2015-MINCETUR/DM autoriza a la Directora General de Administración del MINCETUR la suscripción del contrato, recomendando que se verifique y cumplan los requisitos establecidos en el ordenamiento jurídico vigente.

Con fecha 12 de mayo de 2015, la Oficina de Abastecimiento y Servicios Auxiliares, adjudicó la Buena Pro del Contrato denominado INTER -PROC-2-2015-MINCETUR/SG-1 para la contratación del **SERVICIO DE ASESORAMIENTO EN EL RESTABLECIMIENTO DE LA ACUMULACION DE ORIGEN ENTRE LAS INDUSTRIAS DE TEXTILES/CONFECCIONES DEL PERÚ Y COLOMBIA EN SUS EXPORTACIONES A LOS ESTADOS UNIDOS DE AMÉRICA**, cuyos detalles e importe constan en los documentos integrantes del presente contrato.

CLÁUSULA SEGUNDA: OBJETO

El presente contrato tiene por objeto la Contratación del **SERVICIO DE ASESORAMIENTO EN EL RESTABLECIMIENTO DE LA ACUMULACION DE ORIGEN ENTRE LAS INDUSTRIAS DE TEXTILES/CONFECCIONES DEL PERÚ Y COLOMBIA EN SUS EXPORTACIONES A LOS ESTADOS UNIDOS DE AMÉRICA**, conforme a los Términos de Referencia.

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CLÁUSULA TERCERA: MONTO CONTRACTUAL

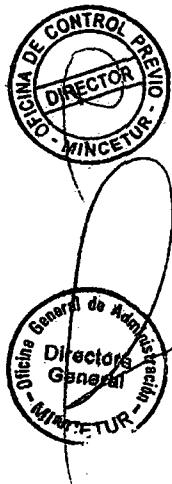
El monto total del presente contrato asciende a US \$ 51,428.58 (Cincuenta y un mil cuatrocientos veintiocho con 58/100 dólares americanos), a todo costo, incluido los impuestos de Ley.

Todo pago efectuado por el MINCETUR en el marco del presente contrato, incluye todo y cualquier impuesto al Valor Agregado y similares que resulten aplicables en los Estados Unidos de Norteamérica. En este sentido, el Estado Peruano no tiene bajo ningún supuesto responsabilidad en el pago de dicho tributos, ni deberá reembolsar a EL CONTRATISTA por dichos conceptos.

CLÁUSULA CUARTA: DEL PAGO

El pago se realizará en dólares americanos (USD) y dentro del plazo de quince (15) días calendario siguientes de otorgada la conformidad, procediéndose de la siguiente manera:

- USD 6 000.00 más impuestos de ley y cargos bancarios, a la presentación de los informes correspondientes al primer y segundo entregable, previa conformidad del servicio.
- USD 6 000.00 más impuestos de ley y cargos bancarios, a la presentación del tercer entregable, previa conformidad del servicio.
- USD 6 000.00 más impuestos de ley y cargos bancarios, a la presentación del cuarto entregable, previa conformidad del servicio.
- USD 6 000.00 más impuestos de ley y cargos bancarios, a la presentación del quinto entregable, previa conformidad del servicio.
- USD 6 000.00 más impuestos de ley y cargos bancarios, a la presentación del sexto entregable, previa conformidad del servicio.
- USD 6 000.00 más impuestos de ley y cargos bancarios, a la presentación del séptimo entregable, previa conformidad del servicio.



El impuesto de ley que debe incluirse en el pago es el Impuesto a la Renta (30% del monto pagado) por tanto, el monto total que se debería pagar a USD 51,428.58, dividido en seis pagos de USD 8,571.43, que incluye lo siguiente:

- USD 6,000.00 del pago al estudio DTB Associates LLP
- USD 2,571.43 del Impuesto a la Renta

El pago se realizará vía transferencia a la cuenta del banco Capital One Bank, según la siguiente información:

Wire Transfer Information

Account Name: DTB Associates

Account Number: [REDACTED]

ABA Routing Number: [REDACTED]

Capital One, N.A, 201 St. Charles Ave; 16th Floor, New Orleans, LA 70130

Federal EIN 52-2233399

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DIRECCIÓN GENERAL
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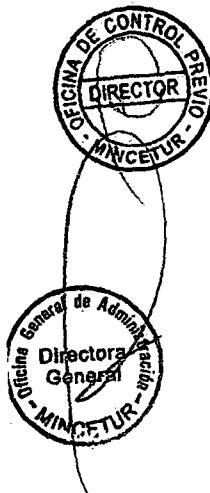
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CLÁUSULA QUINTA: DEL PLAZO DE LA EJECUCIÓN DE LA PRESTACIÓN

Los plazos de ejecución del presente contrato es de 180 (Ciento ochenta días calendario) computados a partir del día siguiente de la suscripción del presente contrato.

CLÁUSULA SEXTA: ENTREGABLES

- PRIMER ENTREGABLE: Se deberá presentar un informe que contenga una propuesta preliminar de actividades por realizar e información sobre los actores involucrados y los procedimientos necesarios para la aprobación de la acumulación de origen en el Congreso de EEUU.
- SEGUNDO ENTREGABLE: Se deberá presentar un informe que detalle las actividades realizadas en el primer mes de prestación del servicio.
- TERCER ENTREGABLE: Se deberá presentar un informe que detalle las actividades realizadas en el segundo mes de prestación del servicio.
- CUARTO ENTREGABLE: Se deberá presentar un informe que detalle las actividades realizadas en el tercer mes de prestación del servicio.
- QUINTO ENTREGABLE: Se deberá presentar un informe que detalle las actividades realizadas en el cuarto mes de prestación del servicio.
- SEXTO ENTREGABLE: Se deberá presentar un informe que detalle las actividades realizadas en el quinto mes de prestación del servicio.
- SETIMO ENTREGABLE: Se deberá presentar un informe final a la culminación de las actividades (180 días calendario de la aprobación de la orden de servicio) contenido la información pertinente sobre actividades realizadas en el sexto mes de prestación del servicio y el resultado final de las actividades solicitadas.



CLÁUSULA SETIMA: PLAZO DE ENTREGA

El contratista se compromete a presentar los siguientes informes en calidad de entregables:

- PRIMER INFORME: Se deberá presentar el primer informe dentro de los 10 días hábiles siguientes de la suscripción del presente contrato.
- SEGUNDO INFORME: Se deberá presentar el segundo informe al cumplirse 30 días calendario de la suscripción del presente contrato.
- TERCER INFORME: Se deberá presentar el tercer informe al cumplirse 60 días calendario de la suscripción del presente contrato.
- CUARTO INFORME: Se deberá presentar el cuarto informe al cumplirse 90 días calendario de la suscripción del presente contrato.
- QUINTO INFORME: Se deberá presentar el quinto informe al cumplirse 120 días calendario de la suscripción del presente contrato.



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- **SEXTO INFORME:** Se deberá presentar el sexto informe al cumplirse 150 días calendario de la suscripción del presente contrato.
- **SÉTIMO INFORME:** Se deberá presentar un informe final a la culminación de las actividades (180 días calendario de la suscripción del presente contrato).

Los informes deberán ser presentados al Viceministerio de Comercio Exterior por vía electrónica a la siguiente dirección: tmera@mincetur.gob.pe. El consultor enviará los informes en formatos Word y PDF y el Viceministerio de Comercio Exterior confirmará la recepción de los mismos mediante correo electrónico.

CLÁUSULA OCTAVA: PARTES INTEGRANTES DEL CONTRATO

El presente contrato está conformado por las Bases, la oferta ganadora y los documentos derivados del proceso de selección que establezcan obligaciones para las partes.

CLÁUSULA NOVENA: CONFORMIDAD DEL SERVICIO

La conformidad del servicio se regula por lo dispuesto en el artículo 176º del Reglamento de la Ley de Contrataciones del Estado y será otorgada por Viceministerio de Comercio Exterior por vía electrónica a la siguiente dirección: tmera@mincetur.gob.pe

De existir observaciones se consignarán en el acta respectiva, indicándose claramente el sentido de éstas, dándose al contratista un plazo prudencial para su subsanación, en función a la complejidad del servicio. Dicho plazo no podrá ser menor de dos (2) ni mayor de diez (10) días calendario. Si pese al plazo otorgado, el CONTRATISTA no cumpliese a cabalidad con la subsanación, la ENTIDAD podrá resolver el contrato, sin perjuicio de aplicar las penalidades que correspondan.

Este procedimiento no será aplicable cuando los servicios manifiestamente no cumplan con las características y condiciones ofrecidas, en cuyo caso la ENTIDAD no efectuará la recepción, debiendo considerarse como no ejecutada la prestación, aplicándose las penalidades que correspondan.

CLÁUSULA DECIMA: DECLARACIÓN JURADA DEL CONTRATISTA

El CONTRATISTA declara bajo juramento que se compromete a cumplir las obligaciones derivadas del presente contrato, bajo sanción de quedar inhabilitado para contratar con el Estado en caso de incumplimiento.

CLÁUSULA UNDECIMA: RESPONSABILIDAD POR VICIOS OCULTOS

La conformidad del servicio por parte de la ENTIDAD no enerva su derecho a reclamar posteriormente por defectos o vicios ocultos, conforme a lo dispuesto por el artículo 50 de la Ley de Contrataciones del Estado. El plazo de responsabilidad del contratista es de un (01) año, contados a partir de la conformidad del área usuaria.

CLÁUSULA DECIMA SEGUNDA: PENALIDADES

Si el CONTRATISTA incurre en retraso injustificado en la ejecución de las prestaciones objeto del contrato, la ENTIDAD le aplicará una penalidad por cada día de atraso, hasta por un monto máximo equivalente al diez por ciento (10%) del monto del contrato vigente o, de ser el caso,





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del monto del ítem que debió ejecutarse, en concordancia con el artículo 165 del Reglamento de la Ley de Contrataciones del Estado.

En todos los casos, la penalidad se aplicará automáticamente y se calculará de acuerdo a la siguiente fórmula:

$$\text{Penalidad Diaria} = \frac{0.10 \times \text{Monto}}{F \times \text{Plazo en días}}$$

Donde:

$F = 0.25$ para plazos mayores a sesenta (60) días;

Tanto el monto como el plazo se refieren, según corresponda, al contrato o ítem que debió ejecutarse o, en caso que éstos involucrarán obligaciones de ejecución periódica, a la prestación parcial que fuera materia de retraso.

Esta penalidad será deducida de los pagos periódicos, de los pagos parciales o del pago final; o si fuese necesario se cobrará del monto resultante de la ejecución de las garantías de Fiel Cumplimiento o por el monto diferencial de la propuesta (de ser el caso).

Cuando se llegue a cubrir el monto máximo de la penalidad, la ENTIDAD podrá resolver el contrato por incumplimiento.

La justificación por el retraso se sujetará a lo dispuesto por la Ley de Contrataciones del Estado y su Reglamento, el Código Civil y demás normas aplicables, según corresponda.



CLÁUSULA DÉCIMA TERCERA: RESOLUCIÓN DEL CONTRATO

Cualquiera de las partes podrá resolver el contrato, de conformidad con los artículos 40, inciso c), y 44 de la Ley de Contrataciones del Estado, y los artículos 167 y 168 de su Reglamento. De darse el caso, la ENTIDAD procederá de acuerdo a lo establecido en el artículo 169 del Reglamento de la Ley de Contrataciones del Estado.

CLÁUSULA DÉCIMA CUARTO: RESPONSABILIDAD DE LAS PARTES

Cuando una de las partes no ejecute injustificadamente las obligaciones asumidas, debe resarcir a la otra parte por los daños y perjuicios ocasionados, a través de la indemnización correspondiente. Ello no obsta la aplicación de las sanciones administrativas, penales y pecuniarias a que dicho incumplimiento diere lugar, en el caso que éstas correspondan.

Lo señalado precedentemente no exime a ninguna de las partes del cumplimiento de las demás obligaciones previstas en el presente contrato.

CLÁUSULA DÉCIMA QUINTA: MARCO LEGAL DEL CONTRATO

Sólo en lo no previsto en este contrato, en la Ley de Contrataciones del Estado y su Reglamento, en las directivas que emita el OSCE y demás normativa especial que resulte aplicable, serán de aplicación supletoria las disposiciones pertinentes del Código Civil vigente, cuando corresponda, y demás normas de derecho privado.

CLÁUSULA DÉCIMA SEXTA: SOLUCIÓN DE CONTROVERSIAS

Cualquiera de las partes tiene el derecho a iniciar el arbitraje administrativo a fin de resolver las controversias que se presenten durante la etapa de ejecución contractual dentro del plazo de caducidad previsto en los artículos 144, 170, 175, 176, 177 y 181 del Reglamento o, en su defecto, en el artículo 52 de la Ley de Contrataciones del Estado.



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Facultativamente, cualquiera de las partes podrá someter a conciliación la referida controversia; sin perjuicio de recurrir al arbitraje en caso no se llegue a un acuerdo entre ambas, según lo señalado en el artículo 214 del Reglamento de la Ley de Contrataciones del Estado.
El Laudo arbitral emitido es definitivo e inapelable, tiene el valor de cosa juzgada y se ejecuta como una sentencia.

CLÁUSULA DÉCIMA SÉTIMA: FACULTAD DE ELEVAR A ESCRITURA PÚBLICA

Cualquiera de las partes podrá elevar el presente contrato a Escritura Pública corriendo con todos los gastos que demande esta formalidad.

CLÁUSULA DÉCIMA OCTAVA: DOMICILIO PARA EFECTOS DE LA EJECUCIÓN CONTRACTUAL

Las partes declaran el siguiente domicilio para efecto de las notificaciones que se realicen durante la ejecución del presente contrato:

Domicilio de la Entidad: Calle Uno Oeste Nº 050, Urbanización Córpac, Distrito de San Isidro.

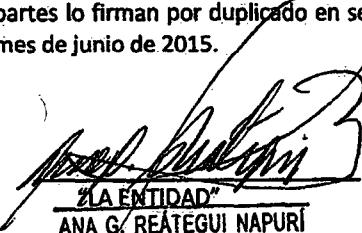
Domicilio del Contratista: 1700 Pennsylvania Ave, NW, Suite # 200, Washington DC 20006-4707.

La variación del domicilio aquí declarado de alguna de las partes debe ser comunicada a la otra parte, formalmente y por escrito, con una anticipación no menor de quince (15) días calendario.

De acuerdo con la propuesta técnica y económica y las disposiciones del presente contrato, las partes lo firman por duplicado en señal de conformidad en la ciudad de Lima, al primer día del mes de junio de 2015.



ANÀ G. REATEGUI NAPURÍ
Directora General de Administración
MINCETUR


LA ENTIDAD


EL CONTRATISTA